

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

16-CA-274673

Date Filed

3-24-2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Fort Worth Star-Telegram (McClatchy)		b. Tel. No. 817-390-7383
		c. Cell No. 682-241-7807
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 307 W. 7th Street, Suite 600 Fort Worth, TX 76102	e. Employer Representative Tom Johanningmeier News Editor	g. e-mail tjohanningmeier@star-telegram.com
		h. Number of workers employed 30
i. Type of Establishment (factory, mine, wholesaler, etc.) News organization	j. Identify principal product or service Local journalism	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Employer is refusing to meet for bargaining at reasonable times. Multiple attempts to schedule bargaining sessions with management have been rebuffed, despite several different options presented (before work, after work, on weekends). Employer insists that bargaining must take place during work hours yet remain unpaid for Bargaining Committee members.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Media Guild of the West, TNG-CWA Local 39213, AFL-CIO

(b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No. (b) (6), (b) (7)(C)
	4d. Fax No.
	4e. e-mail (b) (6), (b) (7)(C)@mediaguildwest.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
The NewsGuild - Communications Workers of America (TNG-CWA), AFL-CIO

6. DECLARATION

I declare that the statements above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

Address

(b) (6), (b) (7)(C)

Date Mar 24, 2021

(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor St Rm 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlr.gov
Telephone: (817)978-2921
Fax: (817)978-2928



Download
NLRB
Mobile App

March 25, 2021

TOM JOHANNINGMEIER, NEWS EDITOR
FORT WORTH STAR-TELEGRAM (MCCLATCHY)
307 W 7TH ST, STE 600
FORT WORTH, TX 76102

Re: Fort Worth Star-Telegram (McClatchy)
Case 16-CA-274673

DEAR MR. JOHANNINGMEIER:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner ALMA C. LUNA-DEMPSEY whose telephone number is (682)703-7231. If this Board agent is not available, you may contact Supervisory Field Examiner MEIKE ZIEGLER whose telephone number is (682)703-7226.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not

have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson", with a stylized flourish at the end.

TIMOTHY L. WATSON
REGIONAL DIRECTOR

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 16-CA-274673
-----------	-----------------------------

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
--	--

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
------	-------	----------------	-------------

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
--------------------------------	-----------	----------------	------

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**FORT WORTH STAR-TELEGRAM
(MCCLATCHY)**

Charged Party

and

**MEDIA GUILD OF THE WEST TNG-CWA
LOCAL 39213, AFL-CIO**

Charging Party

Case 16-CA-274673

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 25, 2021, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

TOM JOHANNINGMEIER
NEWS EDITOR
FORT WORTH STAR-TELEGRAM
(MCCLATCHY)
307 W 7TH ST, STE 600
FORT WORTH, TX 76102

March 25, 2021

Date

Cynthia Davis, Designated Agent of NLRB

Name



Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor St Rm 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817)978-2921
Fax: (817)978-2928



Download
NLRB
Mobile App

March 25, 2021

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

MEDIA GUILD OF THE WEST TNG-CWA
LOCAL 39213, AFL-CIO

(b) (6), (b) (7)(C)

Re: Fort Worth Star-Telegram (McClatchy)
Case 16-CA-274673

DEAR (b) (6), (b) (7)(C):

The charge that you filed in this case on March 24, 2021 has been docketed as case number 16-CA-274673. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner ALMA C. LUNA-DEMPSEY whose telephone number is (682)703-7231. If this Board agent is not available, you may contact Supervisory Field Examiner MEIKE ZIEGLER whose telephone number is (682)703-7226.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board

agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

March 25, 2021

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

TIMOTHY L. WATSON
REGIONAL DIRECTOR

cc:

(b) (6), (b) (7)(C)
[Redacted]



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor St Rm 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817)978-2921
Fax: (817)978-2928

Agent's Direct Dial: (682)703-7231

April 1, 2021

(b) (6), (b) (7)(C)

MEDIA GUILD OF THE WEST
TNG-CWA LOCAL 39213, AFL-CIO

(b) (6), (b) (7)(C)

Re: Fort Worth Star-Telegram (McClatchy)
Case 16-CA-274673

DEAR (b) (6), (b) (7)(C):

Upon review of the allegations in your charge, the Region has decided that injunctive relief may be appropriate under Section 10(j) of the National Labor Relations Act. This letter is to advise you of how a 10(j) investigation differs from a typical unfair labor practice investigation and what you can do to assist in that investigation.

Section 10(j) of the Act allows the Board to seek immediate injunctive relief in U.S. District Court. This extraordinary relief is available only in situations where the Board's normal procedures will not provide effective relief because, by the time the Board issues an order, the damage caused by the illegal acts cannot be undone. You should be aware that the investigation of a 10(j) case differs from other unfair labor practice investigations in two important respects.

First, in addition to obtaining evidence to show that an unfair labor practice has occurred, the Board agent, during the initial investigation, must also obtain evidence showing that, without an injunction, the alleged unlawful acts could have a permanent effect so that any Board remedy would have no real effect. The Board agent may question you and other witnesses about the impact of the alleged violations on statutory rights, including facts that will show any "chill" on the right of you or other employees to engage in concerted or union activities. This evidence of impact varies from case to case depending on the nature of the unlawful conduct. Examples include: a drop in the number of union authorization cards obtained after the unfair labor practices began; a decrease in attendance at union organizing meetings; the number of employees affected by changes to important working conditions; and statements made by employees that would show, because of the unfair labor practices, they fear losing their jobs, are angry at the union, believe the union is ineffective, believe organizing is futile, etc.

Second, the investigation of cases involving potential 10(j) relief has priority over most other cases in the Region. This is because delay may entirely preclude injunctive relief where the situation has changed so much that an injunction cannot undo the harm caused by the unfair labor

practices. Thus, you should be prepared to present all of your evidence, including impact evidence, as quickly as possible.

If you have any questions, please contact the Board agent assigned to investigate your charge. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

TIMOTHY L. WATSON
Regional Director

Additional Information in Support of Charge

Charging Party Name : (b) (6), (b) (7)(C)

Inquiry Number : (b) (6), (b) (7)(C)

Date Submitted : 03/24/2021 05:31:47 PM

Please provide a brief description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

Additional Information Provided:

Employee is refusing to meet for bargaining at reasonable times. Multiple attempts to schedule bargaining sessions with management have been rebuffed, despite several different options presented (before work, after work, on weekends). Employer insists that bargaining must take place during work hours yet remain unpaid for Bargaining Committee members.

From: e-service@nlrb.gov
To: [DG-EFileChgPet-FTW16](#)
Subject: FW: Inquiry # (b) (6), (b) (7)(C) - CA
Date: Wednesday, March 24, 2021 7:17:27 PM

This is to notify you that a new CHG Document(s) has been received by your office Region 16, Fort Worth, Texas for Inquiry # (b) (6), (b) (7)(C), Case Type : CA.

You can access the document(s) filed by clicking on the link(s) in the Attachments section.

Date Submitted:	Wednesday, March 24, 2021 8:10 PM (UTC-05:00) Eastern Time (US & Canada)
Dispute/Unit Location:	Fort Worth, Texas
Regional, Sub-Regional Or Resident Office:	Region 16, Fort Worth, Texas
Employer:	
Case Type:	CA
Inquiry Number:	(b) (6), (b) (7)(C)
Filing Party:	Charge
Name:	(b) (6), (b) (7)(C)
Email:	(b) (6), (b) (7)(C)
Address:	(b) (6), (b) (7)(C)
Telephone:	(b) (6), (b) (7)(C)
Fax:	
Attachments:	CHG : CHG(b) (6), (b) (7)(C).ULP 03-24-21.pdf

From: [Ziegler, Meike](#)
To: [Huckabay, Eileen](#)
Cc: [Hernandez, Alex](#); [Martinez, Steve](#); [Gonzalez, Ofelia](#)
Subject: Case Reassignment - Fort Worth Star-Telegram, 16-CA-274673
Date: Monday, April 5, 2021 10:17:00 AM
Attachments: [274673 Reassignment to AH.docx](#)

Good morning, Eileen,

Please make the changes to teams in NxGen. Thank you!

And thank you, Alex and Steve, for taking this case!

Meike

REASSIGNMENT/TRANSFER

DATE : April 5, 2021

TO : Alex Hernandez
Field Examiner

FROM : Meike Ziegler
SFX

CASE NAME: Fort Worth Star-Telegram (McClatchey)

CASE NO. : 16-CA-274673

This case is reassigned to you from Alma Luna-Dempsey for:

- ☒ Opening, processing and recommendation.
- ☐ Further processing and investigation (once ROD is made).
- ☐ Pre-trial and trial (scheduled for).
- ☐ Election, only (scheduled for).
- ☐ Election (scheduled for) and further processing.
- ☐ Post Election Hearing
- ☐ Other.

DISTRIBUTION

RD Secretary
File

From: [Hernandez, Alex](#)
To: (b) (6), (b) (7)(C)
Subject: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Request for Evidence
Date: Thursday, April 8, 2021 3:09:00 PM
Attachments: [CHG.16-CA-274673.Original.pdf](#)
[image001.jpg](#)

(b) (6), (b) (7)(C)

I called you today and left a voicemail regarding the above-referenced matter. Please be advised I have been assigned to investigate the allegations raised in the above-referenced case and it is now necessary for me to collect your evidence in this matter. For your convenience, I have attached a copy of our charge. Please be advised that if I do not have your evidence, including your affidavit taken by me by telephone, by Thursday, April 15, 2021, at 10:00 AM, the Region may dismiss the charge for lack of cooperation. If the charge is dismissed, please be advised the Region will issue a letter to all parties with the reasons for dismissal. Please be advised the Region cannot issue a complaint regarding any matter that occurred more than six months prior to the filing of a charge.

I look forward to speaking with you and obtaining your evidence in this matter. If you have any questions, or if I can be of any assistance, please let me know.

Thank you.

Humberto A. Hernandez
Labor-Management Relations Examiner
National Labor Relations Board
Region 16, Houston Resident Office
1919 Smith St., Suite 1545
Houston, TX 77002
E: alex.hernandez@nlr.gov
T: 346.227.1372
F: 281.228.5619




STATEMENT OF SERVICE

Case No. 16-CA-274673

This is to certify that a true and correct copy of this document is being served this 13th day of April, 2021 upon the following persons, by electronic mail addressed as follows:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @mediaguildwest.org


Sandra Altamirano

JONES DAY
555 California Street, 26th Floor
San Francisco, CA 94104
Phone: (415) 875-5828
Email: saltamirano@jonesday.com

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Fort Worth Star-Telegram

and

Media Guild of the West, TNG-CWA Local 39213, AFL-CIO

CASE 16-CA-274673

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Fort Worth Star-Telegram

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Aaron Agenbroad

MAILING ADDRESS: 555 California Street, 26th Floor, San Francisco, California 94104

E-MAIL ADDRESS: alagenbroad@jonesday.com

OFFICE TELEPHONE NUMBER: 4158755808

CELL PHONE NUMBER: 4156869404 FAX: 4158755700

SIGNATURE: 

(Please sign in ink.)

DATE: April 13, 2021

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

Email evidence outline

Dec. 2, 2020 — This email comes the day of our first bargaining session with McClatchy, and it was sent to all of the members of our unit. It is included to supplement the notes from the first bargaining session about the company refusing to pay our members for time spent at the table. (b) (6), (b) (7)(C) was a member of our bargaining committee but has since left the paper.)

Dec. 10, 2020 — This email chain comes a little more than a week after our first session. It is included because it marked the first time that McClatchy rescheduled or canceled one of our scheduled bargaining sessions.

Jan. 12, 2021 — This email came the night before our planned second bargaining session and marked the second time that McClatchy pushed back one of our sessions. This one (Jan. 13) was never rescheduled. Our last meeting was the rescheduled Jan. 14 meeting, which ended up being Jan. 21.

Jan. 22, 2021 — This email came the morning after our second session (Jan. 21) and was sent to our entire unit. It is included to supplement the notes about the company insinuating that we were reasonable for wanting to meet outside of work hours if bargaining remained unpaid.

Jan. 29, 2021 — This email came a little more than a week after our second bargaining meeting and was an effort to schedule a third session. This thread was the first time that management officially refused to meet with us after 6 p.m. CT. That has been a sticking point ever since.

Feb. 25, 2021 — This email came almost a month later and was another attempt to get the company to bargain with us again. Since they didn't want to meet after 6 p.m., we offered to meet before work hours or on the weekend. The company's lawyer again accused us of not bargaining in good faith and declined any terms other than unpaid time during work hours.

Apr. 7, 2021 — This email came from our new (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and was forwarded to some bargaining committee members and a couple others, including our new NewsGuild (b) (6), (b) (7)(C), (b) (6), (b) (7)(C). The company's lawyer again refused to meet with us on any terms other than unpaid time during work hours, despite emails from more than a dozen of our unit members to ask management to come back to the table and either pay us or meet outside of work hours.



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:01 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com> (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

Hello,

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity,
(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) >
To: "Aaron L." <alagenbroad@jonesday.com>
Bcc: fortworthnewsguild@gmail.com

Mon, Apr 5, 2021 at 1:00 PM

Aaron,

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Best,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) > Mon, Apr 5, 2021 at 1:00 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

Good afternoon,

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Sincerely,
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:00 PM
To: alagenbroad@jonesday.com, (b) (6), (b) (7)(C)@sacbee.com, (b) (6), (b) (7)(C)@star-telegram.com, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)@star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am also (b) (6), (b) (7)(C). I am writing to express my concern that we are not getting paid for our time at the bargaining table.

McClatchy has refused to pay the committee members who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Sincerely,

(b) (6), (b) (7)(C)

--
(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) > Mon, Apr 5, 2021 at 1:00 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity
(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:08 PM
To: alagenbroad@jonesday.com, (b) (6), (b) (7)(C)@mcclatchy.com, (b) (6), (b) (7)(C)@sacbee.com
Cc: (b) (6), (b) (7)(C)@star-telegram.com>, (b) (6), (b) (7)(C)@star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Sincerely,

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:00 PM
To: alagenbroad@jonesday.com, (b) (6), (b) (7)(C)@mcclatchy.com, (b) (6), (b) (7)(C)@sacbee.com, (b) (6), (b) (7)(C)@star-telegram.com
Bcc: fortworthnewsguild@gmail.com

Hello,

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity,

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) > Mon, Apr 5, 2021 at 1:00 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @mcclatchy.com, (b) (6), (b) (7)(C) @sacbee.co
Bcc: fortworthnewsguild@gmail.com

Hello,

I am a member of the Fort Worth News Guild and (b) (6), (b) (7)(C) a hardworking group that is not getting paid for our time at the bargaining table.

McClatchy has refused to those of us who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:00 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity,

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) > Tue, Apr 6, 2021 at 7:10 PM
Reply: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>,
(b) (6), (b) (7)(C) @mcclatchy.com" <(b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, "Aaron L. Agenbroad" <alagenbroad@jonesday.com>

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity,

(b) (6), (b) (7)(C)

Sent from Yahoo Mail on Android



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 4:57 PM
To: "(b) (6), (b) (7)(C)@mcclatchy.com>, (b) (6), (b) (7)(C)@sacbee.com" <(b) (6), (b) (7)(C)@sacbee.com>, (b) (6), (b) (7)(C)@star-telegram.com>, (b) (6), (b) (7)(C)@star-telegram.com>, alagenbroad@jonesday.com, mtorres@mcclatchy.com
Bcc: fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity,

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) @star-telegram.com> Mon, Apr 5, 2021 at 12:59 PM
To: alagenbroad@onesday.com, (b) (6), (b) (7)(C) @mcclatchy.com, (b) (6), (b) (7)(C) @sacbee.com, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>, fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Sincerely,

(b) (6), (b) (7)(C)

Fort Worth Star-Telegram
(b) (6), (b) (7)(C) @star-telegram.com

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:00 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

Hi there,

I am a Fort Worth News Guild member and serve as the (b) (6), (b) (7)(C) alongside my fellow union members. I am writing in support of our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, [whose members are being compensated for bargaining sessions](#). I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news markets, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Sincerely,
(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:07 PM
To: "Agenbroad, Aaron L." <aagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C) @star-telegram.com>
Cc: fortworthnewsguild@gmail.com

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity (or sincerely), (b) (6), (b) (7)(C)

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) Mon, Apr 5, 2021 at 1:11 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com> (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

Hello,

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

Sincerely,
(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth News Guild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) > Mon, Apr 5, 2021 at 1:03 PM
To: alagenbroad@jonesday.com, (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @sacbee.com"
<(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com>

I am a Fort Worth News Guild member, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. I believe this practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. All the while, company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

Similarly, company leaders have refused to meet us outside of work hours or at a time that minimizes hours missed. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay." The delay that has come from this stalemate has and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions. I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. McClatchy has the power to make the correct, equitable decision by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Thank you for your time and consideration.

In solidarity,

(b) (6), (b) (7)(C)



Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

McClatchy: Do what is right and equitable.

1 message

(b) (6), (b) (7)(C) > Mon, Apr 5, 2021 at 1:00 PM
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>,
(b) (6), (b) (7)(C) @sacbee.com" <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com> (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C) @star-telegram.com>
Bcc: fortworthnewsguild@gmail.com

Hello,

I am the (b) (6), (b) (7)(C) of the Fort Worth News Guild, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

Since McClatchy made the decision to recognize our NewsGuild in November, our bargaining team has only been able to meet with company leaders twice to negotiate a fair contract. Instead of sitting down and compromising, McClatchy has implemented stalling tactics. This wastes everyone's time and resources, and it will not deter our unit from fighting for a fair contract.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. This practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. Company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

As a compromise, we have suggested meeting outside of work hours. But company leaders have refused. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay."

Company leaders have even accused us of bargaining in bad faith because we have asked to meet outside of work hours. The company previously met with us for a bargaining session during non-work hours, but this has apparently now become unacceptable.

I respectfully ask that our members receive the **same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions.** I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. **McClatchy has the power to make the correct, equitable decision** by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.


Thank you for your time and consideration,

In solidarity,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)





Fort Worth NewsGuild <fortworthnewsguild@gmail.com>

Fort Worth NewsGuild deserves fair treatment at the bargaining table

1 message

(b) (6), (b) (7)(C) @gmail.com> Mon, Apr 5, 2021 at 1:00 PM
To: (b) (6), (b) (7)(C) @star-telegram.com>, (b) (6), (b) (7)(C) @star-telegram.com, (b) (6), (b) (7)(C) @sacbee.com,
(b) (6), (b) (7)(C) @mcclatchy.com
Cc: alagenbroad@jonesday.com
Bcc: fortworthnewsguild@gmail.com

To management:

I am (b) (6), (b) (7)(C), and I believe it's time for us to come back to the table and continue working out an equitable contract.

In the more than two months since we last met, our unit has proposed numerous dates and times that we are available to bargain with you. Those times cover after-work hours, weekends and even before-work hours, in addition to the option to meet during the workday on paid time. Our proposed bargaining times have gone from rebuffed initially to completely ignored as of late.

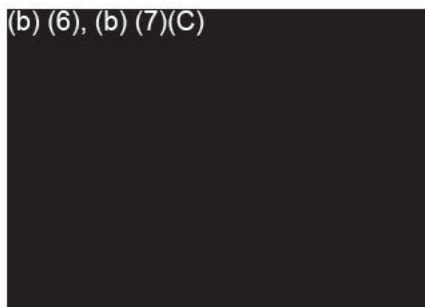
The delay that has come from this stalemate has not and will not deter our unit from fighting for a fair contract. It merely wastes company time and resources on fighting the inevitable.

I respectfully ask that our members receive the same treatment as the Dallas News Guild, whose members *are* being compensated for bargaining time. I would hope that our union, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy.

McClatchy has the power to make the fair, correct decision by paying bargaining committee members as we come to the table to ensure that the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

Sincerely,

(b) (6), (b) (7)(C)



Bargaining Session #1

McClatchy team arrived 9 minutes late

Aaron Agenbroad (b) (6), (b) (7)(C)

(b) (6), (b) (7) presents ground rule proposals

Aaron is fine with note-taking only and ID'ing all people on call. Open to tracking who attends sessions, depending on the best way to do that. Microsoft Word is accessible for any visually impaired users.

McClatchy management is being paid for their time on bargaining calls and in caucus, but they have refused to pay employees for the same time. They declined to explain why and said they would be willing to hear a proposal to the contrary, but that's just the way they've always done it.

(b) (6), (b) (7) reads Negotiating Statement.

(b) (6), (b) (7) presents Coverage. No questions at that time.

(b) (6), (b) (7)(C) presents Dues Deduction. No questions.

(b) (6), (b) (7) presents Hiring and Information. (b) (6), (b) (7)(C) asks about the computer use section of Information and how it would be tracked and what issues might be covered by that.

(b) (6), (b) (7) presents Grievance Process. Will people still be employed and paid during the grievance process? We said yes, that's our proposal.

(b) (6), (b) (7) presents Just Cause. Aaron asked what Section 3 would apply to if not layoffs. (b) (6), (b) (7)(C) said basically no layoffs are allowed until we present further proposals. We should discuss it in committee.

(b) (6), (b) (7)(C) presents Labor-Management Committee. No questions.

(b) (6), (b) (7)(C) Philosophically, shorter path to codify existing benefits. New things will take longer to bargain. Money is tight (yeah, OK). One factor they'll be considered is how unrepresented people in Fort Worth will be affected by any changes in a new contract. Particularly against labor-management committee idea because they want independence in governance of the company.

Broke for break at 12:53. Reconvene at 2 (later moved to 2:15 by McClatchy team).

TBD on Section 3 of Just Cause. As currently written, there will be no layoffs.

Grievance Process: We're saying people should continue to be employed and be paid. We're willing to hear what you have to say in response.

Propose at the end of the meeting that next session be 1/13-14 or 1/20-21 from 7-11 p.m. CT.

Company rejects dues deduction entirely. Says they don't need to play a role in that. (Posturing)

Sounds like TA on Hiring and Information Section 1.

Company wants to limit number of times we can request info from the company to twice a year.

Struck derogatory personnel record statute of limitations. Harassment, journalistic ethics issues.

Went over company counters in caucus sessions

Went back into caucus session to fix formatting on our counter proposal for Information

(b) (6), (b) (7) presented our counterproposal on Information (with fixed formatting)

Company proposes entirely new grievance and arbitration process

Company will bring back real-world examples at next bargaining session

(b) (6), (b) (7)(C) says we'll get examples from the Guild



(b) (6), (b) (7)(C)

Fwd: Bargaining Date Conflict

1 message

(b) (6), (b) (7)(C) >
To: (b) (6), (b) (7)(C)

Sun, Apr 11, 2021 at 11:27 AM

OK -- this should give you the full thread on them moving around that session....

----- Forwarded message -----

From: (b) (6), (b) (7)(C) @mcclatchy.com>
Date: Wed, Dec 16, 2020 at 12:04 PM
Subject: Re: Bargaining Date Conflict
To: (b) (6), (b) (7)(C) >
Cc: (b) (6), (b) (7)(C) @cwa-union.org>

Hi (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

We are able to meet on 1/21. I'll send out the invitation.
We cannot meet on 1/20 because of other commitments.

Thanks.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On Tue, Dec 15, 2020 at 9:13 AM (b) (6), (b) (7)(C) wrote:

Hey (b) (6), (b) (7)(C)

We could meet on January 20 or 21 at 7 p.m. CT. Would either of those dates work? Additionally, for the sake of continuity, we'd be happy with rescheduling the 1/13 session, too, to have the meetings back to back on the 20 and 21st.

Let me know.

Thanks,

(b) (6), (b) (7)(C)

On Thu, Dec 10, 2020 at 3:03 PM (b) (6), (b) (7)(C) @mcclatchy.com> wrote:

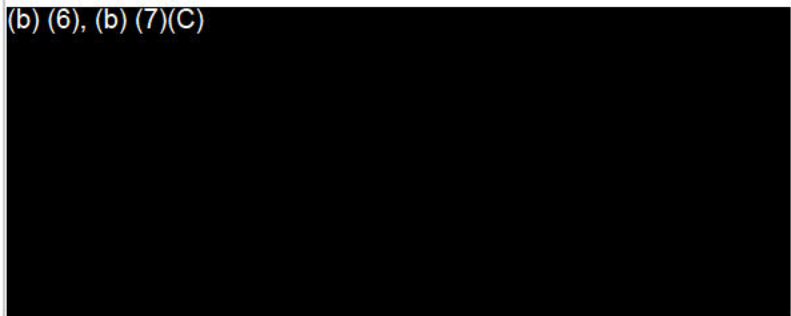
Hi (b) (6), (b) (7)(C)

Sounds great.

Thank you.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



On Thu, Dec 10, 2020 at 11:54 AM (b) (6), (b) (7)(C) wrote:

Hey (b) (6), (b) (7)(C)

I will check with the rest of the team tonight and let you know. Generally, Tuesdays aren't good, however, so we will come back with a couple of other dates for you.

(b) (6), (b) (7)(C)

On Thu, Dec 10, 2020 at 1:33 PM (b) (6), (b) (7)(C) @mcclatchy.com> wrote:

Hi (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

We, unfortunately, have a conflict on 1/14/21 and need to reschedule the bargaining session.

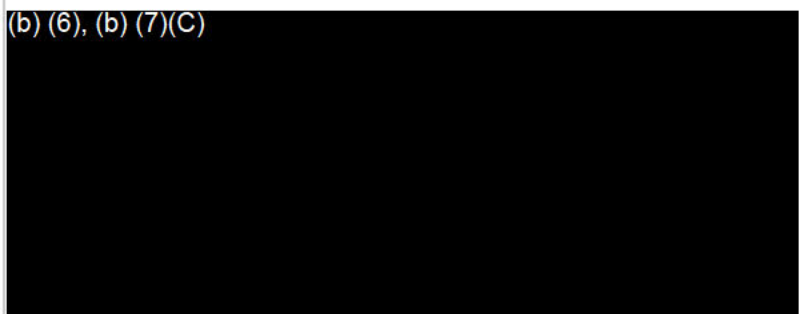
Are you and your team available to meet on 1/12/21 from 7:00 - 9:00 pm (Central time)?

Please let me know and I will send out the invite.

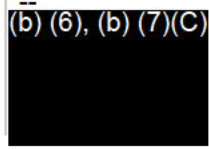
Thank you.

(b) (6), (b) (7)(C)

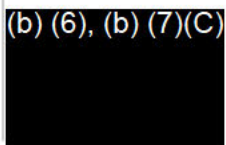
(b) (6), (b) (7)(C)




--
(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the majority of the page content below the header and the text "(b) (6), (b) (7)(C)".

Bargaining Session #2

- (b) (6), (b) (7) introduces members of bargaining committee
- Recap of where we are and where we left off
 - 6 proposals submitted at last session
 - 3(?) counters received (two struck completely)
- Hear McClatchy Counter Proposals
 - Preamble
 - McClatchy changed to Star-Telegram. Why?
 - Hiring & Information
 - Why limit requests to twice per year?
 - Examples of derogatory personnel records that wouldn't be acted on at the time but would require that information to stay on record for years?
 - Security
 - Can't agree to avoiding layoffs to reduce force
 - 1 year probationary period?!?
 - Criticism of employer struck
 - "Unlawful" interference?
 - Their layoff proposal allows layoffs whenever needed
- Read New Proposals (Leave of Absence, Sick Leave, Hours & Overtime)
 - Leave of Absence (b) (6), (b) (7)(C) presented
 - They will add more language around bereavement leave
 - How can we give some benefits to one paper's employees but not another's?
 - Company believes there should be a difference between benefits for birth mothers and fathers
 - Sick Leave (b) (6), (b) (7)(C) presented
 - Seemed to be room on personal days? Talk of putting a bumper on it.
 - (b) (6), (b) (7) says (b) (6) still gets 5 personal days every January??? (b) (6), (b) (7)(C) seemed uncomfortable that (b) (6) brought it up? (b) (6), (b) (7) said personal days may have been taken away in exchange for additional holidays. Will clarify later.
 - Hours & Overtime (b) (6), (b) (7) presented)
- Caucus
 - Discusses counters; not enough time to counter ourselves
 - (b) (6), (b) (7) says 1 year probation is posturing; it's 6 months in Sacramento
- Go Over Additional New Proposals

It got heated over bargaining session times. They don't want to meet after work but won't pay us. Aaron insinuated that they could file an Unfair Labor Practice against us for demanding to meet outside of work hours. (b) (6), (b) (7)(C) got very animated and shut that threat down immediately.



(b) (6), (b) (7)(C)

Union contract negotiations update

1 message

(b) (6), (b) (7)(C) >

Fri, Jan 22, 2021 at 8:00 AM

To: (b) (6), (b) (7)(C)

Hey Fort Worth Star-Telegram Guild!

We had a negotiating session yesterday, the first since early December. I wanted to share with y'all an update. (And a quick thank you to a few members who hopped onto the call for a bit!)

The details:

Personal/sick days: We requested unlimited sick time. We also requested that all sick days could be personal days (in other words: the ability to take a few hours or a whole day off to go to an appointment, get some mental health rest etc. w/o having to use vacation time or call in sick). There was lots of confusion between their (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) about whether (b) (6), (b) (7)(C) gets personal days. (b) (6), (b) (7)(C) believes (b) (6), (b) (7)(C) gets 5 days. Needless to say, we want personal days, too. McClatchy, which had their same lawyer from the West Coast as the last session, sounded semi-agreeable to the personal days, but they did not send their counter-proposal yet. We'll definitely come back to it.

Parental leave: As you likely know, McClatchy gave us parental leave starting this year. We want to ensure that language is in contract form, and we also suggested more time: 18 weeks for both parents. (b) (6), (b) (7)(C) sent a great email about the need for parental leave and we shared that with McClatchy. Unfortunately they seemed unmoved. Their lawyer downplayed the need for both parents to have adequate leave. So needless to say, we'll continue digging in on this one.

McClatchy was late and seemed kinda flustered. They canceled our meeting at the last minute last week and arrived 15 minutes late for this one. At the end of the meeting, while discussing the next negotiation session, we suggested meeting at 5 p.m., and then they accused us of not being reasonable (when they're the ones who say we can't use negotiation time as work hours, even though they do!) We're still ironing out the best time to meet for the next meeting.

But that's all for now. We'll keep you updated about the next session -- and further details about these topics. (Also: I'm attaching the language we sent them on paid sick leave, parental leave, etc. if you want to check anything out).

Have a great weekend y'all!

(b) (6), (b) (7)(C)

<https://docs.google.com/document/d/1DQZzS8-FFWVNdAu6Np2nBHwqGx79joPElxb9ji0kwm4/edit>

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

Fort Worth Guild meeting dates

5 messages

(b) (6), (b) (7)(C) > Thu, Feb 25, 2021 at 8:22 PM
 To: (b) (6), (b) (7)(C) <mcclatchy.com>, (b) (6), (b) (7)(C) <@cwa-union.org>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sacbee.com>
 (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sacbee.com>

Hey Aaron,

Hope you're doing well. Just wanted to circle back in on getting another negotiation meeting set.

We would like to propose meeting at 7 a.m. CT on an upcoming Wednesday or Thursday. We're thinking potentially March 10 or March 11 -- and could also do the 17th and the 18th. Alternatively we could also meet on an upcoming weekend, as early as March 6 or March 7.

Best,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) > Mon, Mar 1, 2021 at 6:03 AM
 To: (b) (6), (b) (7)(C) <mcclatchy.com>, (b) (6), (b) (7)(C) <@cwa-union.org>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sacbee.com>
 (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sacbee.com>, "Aaron L." <alagenbroad@jonesday.com>

Hey Aaron,

Just realized I tagged (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in this email but not you. Hope you're doing well. I was reaching out about getting another negotiation meeting set.

We would like to propose meeting at 7 a.m. CT on an upcoming Wednesday or Thursday. We're thinking potentially March 10 or March 11 -- and could also do the 17th and the 18th. Alternatively we could also meet on an upcoming weekend, as early as March 6 or March 7.

Best,

(b) (6), (b) (7)(C)

[Quoted text hidden]

Aggenbroad, Aaron L. <alagenbroad@jonesday.com> Mon, Mar 1, 2021 at 7:28 PM
 To: (b) (6), (b) (7)(C) <@mcclatchy.com>, (b) (6), (b) (7)(C) <@cwa-union.org>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sacbee.com>
 (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@sacbee.com>, (b) (6), (b) (7)(C) <@mcclatchy.com>

Hi (b) (6), (b) (7)(C),

Thanks for your note. The times you are proposing will not work on our end. As you may know, under the NLRA the union and company representatives are required to bargain in good faith. Part of that "good faith" bargaining

obligation requires the parties to make themselves available for bargaining "on reasonable dates and at reasonable times." Generally, those have been construed to be regular business hours. As I shared when we were last at the table, I am not aware of any authority that allows a party to insist upon night-time bargaining only. Similarly, I am not aware of any authority allowing a party to insist upon early morning (your proposed 7:00 a.m. Central Time) or weekend bargaining. If you have any such authority, I'd encourage you to share it and we will certainly review and consider it.

As noted in my last email, we remain quite flexible both as to dates for bargaining, and to mutually acceptable times taking into account normal working hours and that the impacts of COVID-19 require us to be spread across a few time zones. We have not had similar scheduling hurdles at any of our other Guild tables (from California, to Boise, to Miami and Lexington), and have been able to cooperatively schedule daytime bargaining sessions that work for everyone. In fact, at many of those tables we have already had multiple bargaining sessions. I hope we can do the same here.

So please check with your team and propose some options that will work for bargaining between 10:00 a.m. and 6:00 p.m. Central time, and I am sure we can arrive at some mutually workable dates and times. If it is easier for you, I can consult with my team and come back to you with some dates on which we can meet for substantial bargaining sessions within those time windows and you can then decide which dates work on your end. We will continue to work with you on this scheduling process and appreciate your continued efforts on it.

Best,

Aaron

Aaron Agenbroad (bio)
Partner-in-Charge, San Francisco Office
JONES DAY® - One Firm Worldwide®
555 California Street, 26th Floor
San Francisco, CA 94104
Office +1.415.875.5808

From: (b) (6), (b) (7)(C) >
Sent: Monday, March 1, 2021 4:03 AM
To: (b) (6), (b) (7)(C) @mcclatchy.com>; (b) (6), (b) (7)(C) @cwa-union.org>; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @sacbee.com;
Agenbroad, Aaron L. <alagenbroad@JonesDay.com>
Subject: Re: Fort Worth Guild meeting dates

**** External mail ****

[Quoted text hidden]

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

(b) (6), (b) (7)(C) > Tue, Mar 2, 2021 at 5:42 AM
 To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>
 Cc: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C)

Hi Aaron,

Nice to hear from you. We understand your desire to bargain between those hours. For clarity, we are prepared to do so provided that members don't have to forego pay.

We have offered all of the following times:

1. Weekends
2. Before work hours
3. After work hours
4. During work hours, without loss of pay

Are you saying you are not amenable to any of these four options?

Best,

(b) (6), (b) (7)(C)

[Quoted text hidden]

Agenbroad, Aaron L. <alagenbroad@jonesday.com> Tue, Mar 2, 2021 at 5:22 PM
 To: (b) (6), (b) (7)(C) >
 Cc: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C) @sacbee (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) "Agenbroad, Aaron L." <alagenbroad@jonesday.com>

Hi (b) (6), (b) (7)(C)

The challenge is that none of the options you are suggesting are legally required. There is no general obligation to bargain before work at 7:00 a.m. There is similarly no general obligation to bargain after work from 7:00 p.m. to 10:00 p.m., or to bargain on weekends. There is also no obligation under the NLRA to provide paid time off for bargaining. The National Labor Relations Board has held that an Employer meets its obligation to bargain in good faith by making itself available for bargaining during business hours. Indeed, the NLRB has held that an Employer can insist on bargaining during business hours, and will not run afoul of its obligation to bargain in good faith as long as it allows employees unpaid time off for bargaining. That is exactly what we are offering here.

This concern appears unique to Fort Worth as we have not encountered similar scheduling challenges at any of our other Guild tables. At each of them, bargaining is taking place during business hours and on an unpaid basis. Again, if after consulting further with your team, your Guild representatives, and/or Guild counsel, you think we have the legal standard wrong, we will review and consider any authority you provide that suggests off-hours bargaining or paid bargaining is somehow required.

4/10/2021

Gmail - Fort Worth Guild meeting dates

We remain widely available to schedule business hour bargaining and will look forward to receiving any proposed dates you can offer.

[Quoted text hidden]

[Quoted text hidden]

United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL
Advice Memorandum

DATE: December 7, 2018

TO: Paul J. Murphy, Acting Regional Director
Region 1

FROM: Jayme L. Sophir, Associate General Counsel
Division of Advice

SUBJECT: UNITE HERE Local 26 (Boston Management 530-6033-0150
LLC d/b/a Battery Wharf Hotel), 530-6033-1400
Case 01-CB-219943 530-6033-1450
530-6033-1467
530-6033-4280
530-6050-0120
530-6067-2030-8100
530-6067-2070
530-6067-2070-3300
554-1433-1700
554-1467-2400
554-1467-3500

This case was submitted for advice as to whether the Union violated Section 8(b)(3) by including a large number of unit employees on its bargaining committee and/or failing to meet at reasonable times where the Union insists that contract negotiations be held during evenings and weekends to accommodate its committee. We conclude that, on the current record, there is insufficient evidence to conclude that the Union's conduct was unlawful.

FACTS

Background

UNITE HERE Local 26 (the Union) represents a unit of approximately 80 housekeepers, kitchen and banquet workers, bartenders, and others employed by Boston Management LLC d/b/a Battery Wharf Hotel (the Employer). For some time, the Union has negotiated a master agreement with a large hotel chain in the Boston area, and other Boston-area hotels, including Battery Wharf Hotel, sign a "me-too" agreement to adopt the terms of the master agreement. In 2016, the Employer

purchased the Battery Wharf Hotel and adopted the existing “me-too” agreement, which was scheduled to expire on February 28, 2018.¹

The Parties Commence Bargaining for a Successor Agreement

On January 22, the Union’s (b) (6), (b) (7)(C) and its Hotel Division (b) (6), (b) (7)(C) met with the Employer’s representatives and presented a proposal that the Employer agree to be bound, as a me-too signatory, by the eventual collective-bargaining agreement resulting from ongoing negotiations between the Union and other Boston-area hotels. The Employer expressed that the hotel was amenable to this “me-too” agreement. Following this initial meeting, the parties agreed to extend the current agreement until March 31.

On March 16, the parties held a second negotiation session. The Employer, represented by a new attorney, proposed that the parties directly negotiate a stand-alone agreement for Battery Wharf employees and presented an outline of terms and conditions that differed sharply from the current agreement. The Employer proposed, *inter alia*, to freeze wages for three years, substitute an Employer-provided benefit plan for the Union’s health and welfare plan, eliminate various types of premium pay, and permit supervisors to perform unit work. Upon reviewing the outline, the Union stated that the Employer’s proposal would “gut the contract,” characterized it as a “fairy tale list,” and added that it would be sending the Employer an information request. At the close of the meeting, the Employer asked to schedule another meeting and the Union stated that it would get back to the Employer concerning meeting dates after the Union received a response to its information request. Neither party wished to extend the current agreement beyond March 31.

On March 20, the Union sent the Employer an information request and the Employer provided the requested information shortly thereafter. On April 10, the Employer emailed the Union (b) (6), (b) (7)(C) requesting that (b) (6), (b) (7)(C) propose dates and times for the next meeting. On April 17, the Union proposed that the parties meet on May 8 at 3:00 p.m. The Employer agreed to meet on May 8, but stated that the parties “cannot be meeting [only] once every two months,” and asked the Union to propose additional dates before and after May 8. On April 23, the Union (b) (6), (b) (7)(C) wrote that (b) (6), (b) (7)(C) would get back to the Employer with more dates and noted that the Union was scheduling negotiations with over 30 hotels with expiring agreements. The Union also stated that it would have a “sizable worker committee” at the next meeting. Based on this email and a flyer circulated in the hotel picturing members of the Union’s “organizing committee,” the Employer expected a committee of 12 employees.

¹ All dates *infra* are 2018.

The Parties Meet on May 8 and Correspond Regarding Future Bargaining Sessions

On May 8, the parties were scheduled to meet in a conference room at the hotel. The Union's (b) (6), (b) (7)(C) and its Hotel Division (b) (6), (b) (7)(C) were accompanied by 40 to 50 unit employees. Only a few chairs were available at the table. The Union representatives and employees stood around the table and spilled out into the hallway, and the Union stated that they needed to find a larger room. The Employer stated that, "we are asking for a professional meeting with a proper negotiating team," and asked if the Union had any proposals. The Union responded that its "proposal was the 'me-too' agreement," to which the Employer responded that the hotel had already rejected that proposal. The parties argued over who was on the Union's bargaining committee and whether the meeting could continue in another room; at one point, a unit employee offered to move chairs to set up a larger room. According to the Employer, the Union (b) (6), (b) (7)(C) stated, "we need a larger room as every member of the bargaining unit is on the negotiating team." After several minutes of arguing, with no agreement on relocating the meeting, the Union (b) (6), (b) (7)(C) stated, "we are done with this meeting," and led the employees out, chanting and clapping, with one employee using a bullhorn. The meeting lasted approximately 10 minutes.

On May 9, the Employer filed a charge alleging that the Union had failed to bargain in good faith in violation of Section 8(b)(3).

On May 10, the Employer emailed the Union stating that the parties needed to begin to meet regularly and engage in serious discussions and requested that the Union propose dates and times for the coming weeks. On May 25, the Union proposed meeting on June 14, stating that it would need "a room large enough to accommodate all of our committee members who attend, which we expect to number 35 people." The Employer responded that its representatives were unavailable to meet on June 14, asked the Union to propose other dates, and stated that the next meeting could be held at the Union hall, which would "allow you to decide if we have a serious business meeting or mere theater." The Union offered to meet on June 19 or 21, either at 4:00 p.m. if the parties met at the hotel, or at 5:00 p.m. if they met at the Union hall. The Employer agreed to meet on June 19 at 5:00 p.m. at the Union hall and also stated that, "we do not consider starting a meeting at 5pm (or 4pm) a reasonable time. Nonetheless, because it has been so difficult to get any dates from you, we are accepting what has been offered to us."

On June 19, several hours before the parties were scheduled to meet, the Employer sent the Union an email stating that the Union's "scheduling tactics have precluded any serious bargaining," but nonetheless offered a list of dates for further meetings. The Employer proposed scheduling a minimum of two meetings a week, during regular business hours, and continuing those meetings after regular business hours "where we are engaged in serious and productive dialogue." The Employer

requested that the Union provide any final agreements executed with Boston hotels in 2018 and any proposals in ongoing negotiations with those hotels. The Employer also asked the Union to state “whether the [U]nion has any flexibility in its proposed me-too agreement” when the parties met later that day, and attached an annotated version of its March 22 outline, which included proposed language to edit articles of the parties’ expired agreement.

The Parties Meet on June 19 But Thereafter Do Not Agree on Dates or Arrangements for Further Bargaining Sessions

The June 19 meeting began at around 5:30 p.m. and the Union had approximately 30 unit employees in attendance. After initial remarks, the parties began to review the Employer’s annotated outline. The Employer asked why the Union did not have responses to the Employer’s proposals. The Union responded that it had only received the Employer’s actual proposals (as opposed to a general wish list) that day shortly before the meeting. As the Union (b) (6), (b) (7)(C) read the proposals and posed questions or expressed disagreement, the Employer’s attorney urged, “you don’t have to read...you have seen this before,” and accused the Union (b) (6), (b) (7)(C) of “posturing” and “grandstanding.” At 7:15 p.m., the Union requested a caucus and the Employer asked how long it needed. The Union (b) (6), (b) (7)(C) suggested that they conclude the meeting and stated that [REDACTED] would send dates for more bargaining sessions by the end of the week.

On June 22, the Union sent an email stating that it could meet on July 11 and 18 at 5:00 p.m. The Employer responded that “starting at 5 p.m. is unreasonable and indicative of the [U]nion’s continued bad faith. The hotel reiterates its expectation that we meet during business hours.” On July 9, the Union emailed asking if the parties were going to meet on July 11 and 18, and stated that the Union could either meet at 5:00 p.m. at the Union hall or slightly earlier if they met at the hotel. The Employer responded that “the Union’s excuse for offering only those times (that its ‘committee’ is unavailable at other times) [is not] reasonable because...it is not an actual committee in any real sense of the term.”

On July 11, the Union proposed that the parties alternate bargaining sessions between regular business hours and evenings, and that the Employer pay up to eight Union committee members’ lost wages for sessions that occurred during regular business hours. The Employer rejected this proposal. On July 13, the Union wrote that the unit employees do not attend bargaining “simply for show” but rather “give [the Union] essential information by which to judge employer proposals, help mold the Union’s proposals, give spokespeople guidance on the positions to take, and...make the decision whether to accept or reject proposals.” The Union concluded that, since the Employer had rejected its proposal, “we will meet when [unit employees] can participate without loss: evenings and weekends... This is the Union’s bottom line.”

On July 18, the Employer proposed that employees swap shifts so that “actual committee members who wish to attend meetings during their regularly scheduled hours can switch days or times off with non-committee members. The hotel is willing to help facilitate such swaps if the [U]nion is interested.” The Union rejected the Employer’s proposal, stating that it was “overly burdensome” to unit employees.

Over the next few weeks, the parties exchanged further correspondence but could not agree on meeting arrangements. The Employer’s attorney requested that the Union email any proposals and the Union declined, stating that it would not bargain over email but planned to present counterproposals at the parties’ next meeting. The Union also wrote that “the fact that anyone in the bargaining unit is eligible to be a member of the bargaining committee does not mean that everyone is a member of the bargaining committee. The Union has never insisted on meeting at times when the entire bargaining unit may be present.”

The parties also argued about the relevance of the Employer’s outstanding information request. The Union claimed that information regarding the Union’s negotiations with other hotels was irrelevant since the Employer had rejected a “me-too” agreement. The Employer responded that the information was relevant because the Union had not made any further proposals. On August 30, the Union wrote to the Employer that the Union has “already made it clear to you that it is withdrawing the March 21 me-too proposal...But so that you don’t continue your charade, the Union withdraws its March 21 me-too proposal.”² The Union did not thereafter offer a concrete proposal nor did the Employer request one.

Since August 30, the parties have not exchanged any further correspondence or scheduled any additional negotiation sessions.

ACTION

We conclude that the Union has not violated its duty to bargain in good faith through the composition of its bargaining committee, nor has the Union violated its duty to meet at reasonable times by insisting that contract negotiations be held during evenings and weekends to accommodate its committee. The Region should dismiss the charge, absent withdrawal.

² The Region dismissed the charge regarding the Employer’s information request; the Employer has filed an appeal.

I. The Union's Inclusion of a Large Number of Unit Employees on its Bargaining Committee Has Not Violated Section 8(b)(3)

Under Section 7 of the Act, employees have a fundamental right to “bargain collectively through representatives of their own choosing.”³ Thus, unions, acting on behalf of employees, have the right to designate individuals to serve on a bargaining committee and employers have a correlative duty to negotiate with the union’s appointed agents.⁴ The Board has found exceptions to this right only in extraordinary circumstances: 1) where a union’s choice of representatives demonstrates bad faith or ulterior motive;⁵ or 2) where an employer has shown that the union’s representatives would present a “clear and present danger” to the collective-bargaining process or create such ill will that bargaining would be impossible or futile.⁶

Absent evidence of bad faith or interference with the collective-bargaining process, one party may not insist that the other party limit the size of its bargaining committee. For example, in *Caribe Staple Co.*, the employer insisted that the union reduce its bargaining committee from ten to four persons, claiming that “side comments” from employees who were not actively involved in negotiations disrupted the meetings.⁷ The union refused to limit its committee, claiming that the employees

³ 29 U.S.C. § 157.

⁴ See *General Electric Co. v. NLRB*, 412 F.2d 512, 516 (2d Cir. 1969); see also *United Parcel Service*, 330 NLRB 1020, 1020 n.1 (2000) (“It is well-settled that the Act bestows on employees, unions, and employers alike the right to select representatives of their own choice for collective bargaining and grievance adjustment and imposes a concomitant obligation to deal with each other’s chosen representatives absent extraordinary circumstances.”)

⁵ See *Caribe Staple Co.*, 313 NLRB 877, 889 (1994), citing *Standard Oil Co. v. NLRB*, 322 F.2d 40, 44 (6th Cir. 1963).

⁶ See, e.g., *Dilene Answering Service*, 257 NLRB 284, 291 (1981) (despite objections that unit employees “were only observers” rather than representatives and their presence might be embarrassing to company president, employer did not meet its burden to show that the employees should be barred from negotiations); *King Soopers, Inc.*, 338 NLRB 269, 269-70 (2002) (where grocery employee was terminated by employer for violent and threatening behavior, employer was justified in refusing to later deal with individual as union business agent).

⁷ 313 NLRB at 889 (concluding that the employer violated Section 8(a)(5) by refusing to schedule bargaining sessions unless the union reduced the size of its committee).

represented various shifts and distinct classifications.⁸ The administrative law judge found, with Board approval, that the employer had failed to show how the size of the union's negotiating committee interfered with bargaining, and that the employer's "generalized testimony" about employees' side comments was "undetailed, and lacked [a] basis for evaluating how any such remarks proved disruptive."⁹

Similarly, here, we cannot conclude that the size of the Union's bargaining committee has interfered with bargaining so far as to violate Section 8(b)(3). The Union states that it requires the presence of unit employees during negotiations in order to evaluate Employer proposals, help mold Union proposals, and give Union spokespeople guidance on the positions to take.¹⁰ Although the Union (b) (6), (b) (7)(C) allegedly remarked at the May 8th meeting that the "entire unit" was on the committee, at most 40 to 50 employees from the 80-person unit attended that meeting and approximately 30 employees attended the June 19th meeting. There is no evidence that the presence of a large number of unit employees at either session interfered with the parties' negotiations. The May 8 meeting ended, after a short discussion, only because the Union's committee could not fit in the hotel conference room and the parties could not agree on moving to another room. Although the Union contingent left the meeting chanting, clapping, and with one employee using a bullhorn, this demonstration occurred after the meeting was adjourned and did not interfere with the negotiations. At the June 19th session, the parties' spokespersons discussed the Employer's proposals at length without interruption. And despite the Employer's claims that the Union (b) (6), (b) (7)(C) was "posturing" and "grandstanding," there is no evidence that the Union's conduct that day, including reviewing the Employer's written proposals, asking questions, and offering opinions while the parties met face-to-face, evidenced bad faith or interfered with bargaining. In these circumstances, where the Union's committee has not disrupted bargaining, and there is no showing to date that the Union has insisted on including a large number of unit members in order to avoid bargaining in good faith, the Union's committee size is not a violation of Section 8(b)(3).

⁸ *Id.*

⁹ *Id.*; see also *People Care, Inc.*, 327 NLRB 814, 824-25 (1999) (employer violated Section 8(a)(5) by refusing to meet with union attorney following a negotiation session where several of the 35 employees present physically confronted employer's representatives and blocked them from leaving the meeting; employer did not establish that the union's attorney caused disruption or that his continued presence would make future bargaining impossible or futile).

¹⁰ *Cf. Dilene Answering Service*, 257 NLRB at 291 (employer could not exclude unit employees whom the union claimed were present to observe and assist union spokesperson).

II. The Union Did Not Violate its Duty to Meet at Reasonable Times by Insisting on Scheduling Negotiation Sessions on Evenings and Weekends

Under Section 8(d), both unions and employers have an explicit duty to “meet at reasonable times and confer in good faith.”¹¹ It is well established that the statutory duty to bargain “surely encompasses the affirmative duty to make expeditious and prompt arrangements, within reason, for meeting and conferring.”¹² Neither the Act nor the Board have defined the frequency with which parties must meet in order to satisfy their bargaining obligations.¹³ The Board will look to the “entire context” to determine whether there has been a breach of either party’s obligation to meet and confer.¹⁴ In particular, the Board will consider whether a party has frequently canceled scheduled bargaining sessions; refused to meet more than once or twice a month; refused to respond to a party’s repeated requests for more frequent bargaining; and/or refused to schedule more than one bargaining session at a time.¹⁵ The Board will not tolerate a “busy negotiator” defense if a party is dilatory in scheduling meetings; a party is not relieved of its statutory obligation to furnish a negotiator who can devote adequate time to attend reasonably prompt and continuous

¹¹ See *Food & Commercial Workers Local 1439 (Layman’s Market)*, 268 NLRB 780, 784 (1984) (“As noted by the Supreme Court, it was the intent of Congress when enacting Section 8(b)(3) to condemn in union agents those bargaining attitudes ‘that had been condemned in management’ by the previously enacted Section 8(a)(5)”), quoting *NLRB v. Insurance Agents*, 361 U.S. 477, 487 (1960).

¹² *Storer Communications*, 294 NLRB 1056, 1095 (1989) (quoting *Rutter-Rex Mfg. Co.*, 86 NLRB 470, 506 (1949)) (finding employer violated Section 8(a)(5) by refusing to meet at reasonable times because it could offer no explanation for being able to meet only three days in more than five months).

¹³ See *Exchange Parts Co.*, 139 NLRB 710, 711-12 (1962), *enforced*, 339 F.2d 829 (5th Cir. 1965).

¹⁴ See *id.*; see also *Garden Ridge Management*, 347 NLRB 131, 132 (2006) (Board considers the totality of the circumstances, not simply the number of bargaining sessions held).

¹⁵ See, e.g., *Calex Corp.*, 322 NLRB 977, 977 (1997) (employer violated Section 8(a)(5) because it arbitrarily limited the frequency of bargaining sessions to once per month, canceled sessions, and refused repeated requests to bargain more frequently), *enforced*, 144 F.3d 904 (6th Cir. 1998).

negotiation sessions, regardless of his other time commitments.¹⁶ On the other hand, a union's attempt to schedule meetings when its selected representatives can participate, even if that results in limiting meetings to evenings and weekends, does not evidence bad faith. In *Lancaster Nissan*,¹⁷ for example, the Board held that the employer failed to meet at reasonable times even though the union had insisted on including two members of the eight-person unit, thus requiring that bargaining occur only on evenings and weekends.

Here, both parties bear some responsibility for the fact that they have only met four times over the course of nine months. Although the Employer urged the Union to meet more frequently, it insisted on several occasions that the Union propose dates rather than offer any itself. And, while the Union has not responded to the Employer with the same level of urgency and, on one occasion, effectively offered the "busy negotiator" defense, it has also proposed meeting dates on multiple occasions, accepted one of several dates offered by the Employer, and has never canceled any scheduled meetings.¹⁸ The primary reason for the paucity of meetings has been the Union's insistence on meeting after hours, so that employee members of the bargaining committee can attend without sacrificing wages. The Union has a right to attempt to schedule meetings when its selected representatives can participate. Moreover, the Union has shown some willingness to accommodate the Employer's desire to meet during regular business hours by proposing that the Employer pay the lost wages of up to eight committee members. Although this proposal was rejected by the Employer, the Union remains willing to meet on evenings and weekends and the Employer has not offered a reason why it cannot meet at those times, beyond its

¹⁶ See, e.g., *People Care, Inc.*, 327 NLRB at 825 (rejecting employer's defense that its negotiator was too busy to bargain at times other than those time to which it agreed).

¹⁷ 344 NLRB 225, 225 n.1 (2005) (Member Schaumber noting agreement that the employer violated Section 8(a)(5)), *enforced*, 233 Fed. App'x. 100 (3d Cir. 2007).

¹⁸ Cf. *Garden Ridge*, 347 NLRB at 131-32 (finding employer violated duty to meet at reasonable times where union requested at least eight times that the parties meet more frequently and the employer refused and gave no explanation other than wanting a break to "contemplate what had happened during negotiations").

objection to the Union's committee size. In sum, the Employer has not established that the Union has engaged in unlawful dilatory tactics.¹⁹

Accordingly, the Region should dismiss the charge, absent withdrawal.

/s/
J.L.S.

ADV.01-CB-219943.Response.Unite Here (Battery Wharf) (b) (5), (b) (7)

¹⁹ The Employer claims, without evidentiary support, that the Union is delaying negotiations until the Union reaches an agreement with other hotels. (b) (5)

(b) (5)

(b) (5)

However, although the Union initially sought to have the Employer sign another me-too agreement, it withdrew that proposal when the Employer refused to agree.



(b) (6), (b) (7)(C)

Fwd: McClatchy: Do what is right and equitable.

2 messages

(b) (6), (b) (7)(C) > Wed, Apr 7, 2021 at 12:04 PM
 To: (b) (6), (b) (7)(C)@mediaquildwest.org> (b) (6), (b) (7)(C) > (b) (6), (b) (7)(C)
 (b) (6), (b) (7)(C) >

----- Forwarded message -----

From: Agenbroad, Aaron L. <alagenbroad@jonesday.com>

Date: Tue, Apr 6, 2021 at 11:20 PM

Subject: RE: McClatchy: Do what is right and equitable.

To: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @sacbee.com
 <(b) (6), (b) (7)(C) @sacbee.com>, (b) (6), (b) (7)(C) @star-telegram.com> (b) (6), (b) (7)(C) @star-telegram.com>

Hi (b) (6), (b) (7)(C)

We have received your note as well as a number of similar notes from other members of the bargaining unit. To clarify, we remain widely available to meet with you and your team during business hours. As we shared previously with (b) (6), (b) (7)(C), there is no general obligation to bargain early mornings at 7:00 a.m. There is similarly no general obligation to bargain into the evenings after 6:00 p.m., or to bargain on weekends. There is also no obligation under the NLRA to provide paid time off for bargaining. The NLRB has held that an Employer can insist on bargaining during business hours, and will not run afoul of its obligation to bargain in good faith as long as it allows employees unpaid time off for bargaining. That is exactly what we are offering here. Again, if you have any authority suggesting paid-time off, late-night, early-morning or weekend bargaining is required, we would encourage you to share it so that we can consider it. If not, we would again request dates on which you and your team can be available during business hours for our respective teams.

In hopes of returning to the table, we can offer one of the following dates:

April 28, 2021; or

April 29, 2021.

We can be available on whichever of these dates you choose anytime between 10:00 – 6:00 Central. Please let us know if one of these dates is acceptable and we can circulate a calendar invitation and link.

Aaron

Aaron Agenbroad (bio)
Partner-in-Charge, San Francisco Office
JONES DAY® - One Firm Worldwide®
555 California Street, 26th Floor
San Francisco, CA 94104
Office +1.415.875.5808

From: [REDACTED] >
Sent: Monday, April 5, 2021 11:00 AM
To: Agenbroad, Aaron L. <alagenbroad@JonesDay.com>; (b) (6), (b) (7)(C) @mcclatchy.com>;
(b) (6), (b) (7)(C) @sacbee.com; [REDACTED] @star-telegram.com>; (b) (6), (b) (7)(C)
<(b) (6), (b) (7)(C) @star-telegram.com>
Subject: McClatchy: Do what is right and equitable.

**** External mail ****

Hello,

I am (b) (6), (b) (7)(C) of the Fort Worth News Guild, and I am writing to support our hard-working bargaining committee members who are not getting paid for their time at the bargaining table.

Since McClatchy made the decision to recognize our NewsGuild in November, our bargaining team has only been able to meet with company leaders twice to negotiate a fair contract. Instead of sitting down and compromising, McClatchy has implemented stalling tactics. This wastes everyone's time and resources, and it will not deter our unit from fighting for a fair contract.

McClatchy has refused to pay our coworkers who are advocating for our unit's best interests. This practice is inequitable, as it effectively discourages our members who cannot afford to miss hours of work to attend. Company leadership is being paid during these sessions. We ask for the same courtesy afforded to those who have joined us at the table to work out the best future for the people who fill the Fort Worth Star-Telegram's pages and website.

As a compromise, we have suggested meeting outside of work hours. But company leaders have refused. We have tried to offer remedies that would allow us to bargain outside of company time, but have been rejected with little explanation beyond "other units are not receiving pay."

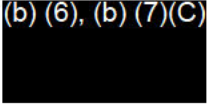
Company leaders have even accused us of bargaining in bad faith because we have asked to meet outside of work hours. The company previously met with us for a bargaining session during non-work hours, but this has apparently now become unacceptable.

I respectfully ask that our members receive the **same treatment as the Dallas News Guild, whose members are being compensated for bargaining sessions.** I would hope that our news guild in Fort Worth, whose members consistently vie for prominence in one of the nation's largest news regions, would be afforded the same courtesy. **McClatchy has the power to make the correct, equitable decision** by paying guild leadership as we come to the table to ensure the Star-Telegram remains a dependable, community-based news source for the people of Fort Worth, Arlington and Tarrant County.

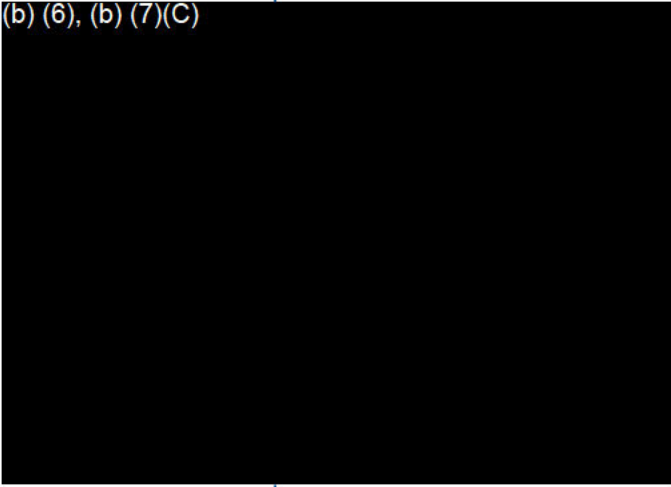
Thank you for your time and consideration,

In solidarity,

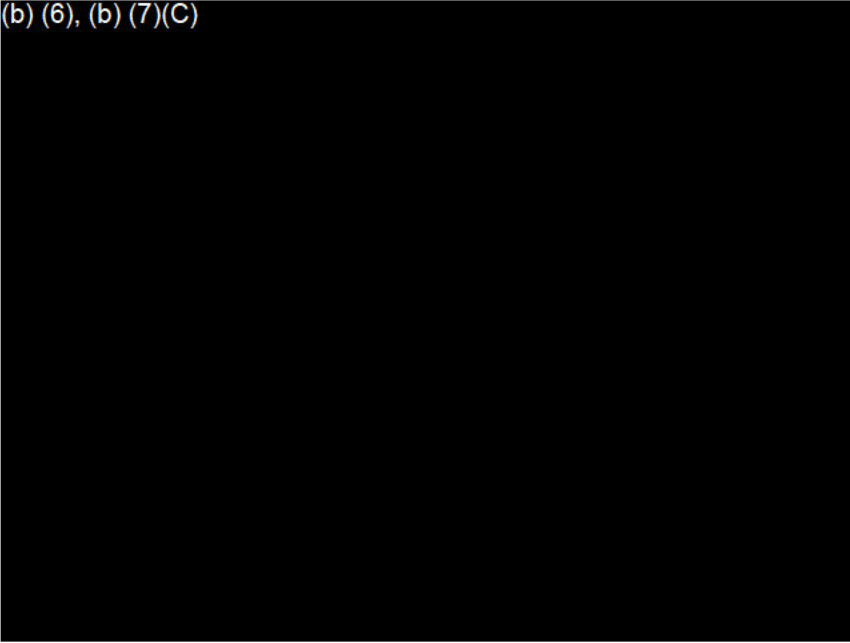
(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

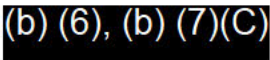


--
(b) (6), (b) (7)(C)



This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

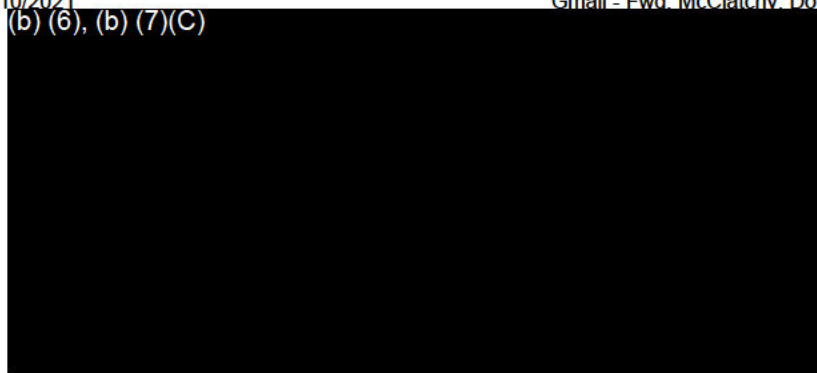
--
(b) (6), (b) (7)(C)



4/10/2021

Gmail - Fwd: McClatchy: Do what is right and equitable.

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)@mediaguildwest.org>

Wed, Apr 7, 2021 at 1:43 PM


To:

(b) (6), (b) (7)(C)

>

Cc:

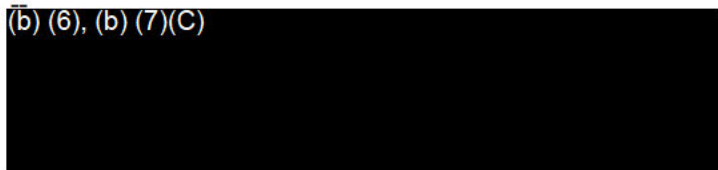
(b) (6), (b) (7)(C)



Looks like it's time to turn up the heat!
What are your thoughts on this response?

[Quoted text hidden]

(b) (6), (b) (7)(C)





(b) (6), (b) (7)(C)

Fwd: Ft. Worth Bargaining Reschedule

1 message

(b) (6), (b) (7)(C) > Tue, Jan 12, 2021 at 8:57 PM
To: (b) (6), (b) (7)(C) <@cwa-union.org>, (b) (6), (b) (7)(C)

----- Forwarded message -----

From: Agenbroad, Aaron L. <alagenbroad@jonesday.com>

Date: Tue, Jan 12, 2021 at 8:48 PM

Subject: Ft. Worth Bargaining Reschedule

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C) <@mcclatchy.com>, (b) (6), (b) (7)(C) <@sacbee.com>, (b) (6), (b) (7)(C) <@sacbee.com>

Hi (b) (6), (b) (7)(C)

I hope your new year is off to a good start. I wanted to let you know that we will need to reschedule tomorrow evening's bargaining session (1/13). As you may have heard, we are in the midst of a pre-election hearing in connection with the petition the Guild filed up in Washington. (b) (6), (b) (7)(C) and I are all occupied in that hearing which we now expect will run through tomorrow evening (based upon the progress on witnesses, and our understanding of how many remain). We apologize for the inconvenience, but the hearing was unanticipated as the NLRB scheduled it and it continues until complete. Please let your team know and we will look forward to working with you to schedule a mutually convenient date. Thank you.

Aaron Agenbroad (bio)
Partner-in-Charge, San Francisco Office
JONES DAY® - One Firm Worldwide®
555 California Street, 26th Floor
San Francisco, CA 94104
Office +1.415.875.5808

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

Fort Worth Star-Telegram guild meeting dates

7 messages

(b) (6), (b) (7)(C) Fri, Jan 29, 2021 at 4:07 PM
To: "Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @mcclatchy.com>
Cc: (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C)

Hi Aaron and (b) (6), (b) (7)(C),
Hope you've been having a good week. I wanted to reach out to nail down a couple dates for the next bargaining session.

We have availability on Feb. 10, Feb. 17th and Feb. 18th and would like to start at 5 p.m. CT.

I'll look forward to hearing from you -- and have a great weekend...

Best,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @mcclatchy.com> Fri, Jan 29, 2021 at 5:20 PM
To: (b) (6), (b) (7)(C)
Cc: "Aaron L." <alagenbroad@jonesday.com>, (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C)

I will check our schedules and get back to you.

Thanks and have a great weekend!

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Quoted text hidden]

Aganbroad, Aaron L. <alagenbroad@jonesday.com>

Tue, Feb 2, 2021 at 12:33 PM

To: (b) (6), (b) (7)(C) @mcclatchy.com>
Cc: (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) @sacbee.com, (b) (6), (b) (7)(C) @sacbee.com>, "Agenbroad, Aaron L."
<alagenbroad@jonesday.com>

Hi (b) (6), (b) (7)(C)

Hope you remain well and thanks for your note.

We look forward to scheduling additional bargaining sessions to keep things moving forward. Of the dates you listed below, we already have Guild bargaining at other locations on the 10th and the 18th. We can be available on February 17th if that still works for you.

That said, as I shared at our last bargaining session, we are available to meet for bargaining during daytime hours. Accordingly, while we can meet at 5:00 p.m. central time on the 17th, it will result in a pretty short session. Therefore we would welcome a suggestion of some dates on which you and your team would be available during the day so we can have longer sessions and get more accomplished. We have found a good ability to cooperate on daytime schedules with our other Guild units across the country, including in California, Florida, and Idaho. We hope we can do the same here.

I am still not aware of any authority that endorses an ability to require evening or nighttime bargaining, but if you have some, please go ahead and share it.

Thanks very much.

Aaron

Aaron Agenbroad (bio)
Partner-in-Charge, San Francisco Office
JONES DAY® - One Firm Worldwide®
555 California Street, 26th Floor
San Francisco, CA 94104
Office +1.415.875.5808

From: (b) (6), (b) (7)(C) >
Sent: Friday, January 29, 2021 2:08 PM
To: Agenbroad, Aaron L. <alagenbroad@JonesDay.com>; (b) (6), (b) (7)(C) @mcclatchy.com>
Cc: (b) (6), (b) (7)(C) @cwa-union.org>; (b) (6), (b) (7)(C) @gmail.com>; (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subject: Fort Worth Star-Telegram guild meeting dates

**** External mail ****

[Quoted text hidden]

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

(b) (6), (b) (7)(C)

Mon, Feb 8, 2021 at 8:04 PM

To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>

Cc: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @cwa-union.org> (b) (6), (b) (7)(C)

sacbee.com" (b) (6), (b) (7)(C) @sacbee.com>

Hey Aaron, hope you had a great weekend.

Yes, February 17th sounds good. We could start at 5 p.m. CT and are happy to go to 9 p.m. or later, if necessary.

Let me know if that still works.

Best,

(b) (6), (b) (7)(C)

[Quoted text hidden]

Agenbroad, Aaron L. <alagenbroad@jonesday.com>

Tue, Feb 9, 2021 at 3:23 PM

To: (b) (6), (b) (7)(C) >

Cc: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @cwa-union.org> (b) (6), (b) (7)(C)

sacbee.com" (b) (6), (b) (7)(C) @sacbee.com>

Thanks

(b) (6), (b) (7)(C)

I hope you had a good weekend and that you and your family all remain well.

We can still move forward with the 17th and I will send a calendar invite. It will be a short session as we are available until 6:00 CT. We will look forward to scheduling additional dates and times with you and your team. As I've mentioned, we are available to meet for bargaining during daytime hours and have been successful in scheduling daytime sessions with our other Guild units across all three time zones. We hope we can do the same here. In the interim, I will send a calendar invitation for the February 17th session now and we will look forward to seeing you all then.

Best,

[Quoted text hidden]

[Quoted text hidden]

Tue, Feb 9, 2021 at 7:19 PM

(b) (6), (b) (7)(C)
To: "Agenbroad, Aaron L." <alagenbroad@jonesday.com>
Cc: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
sacbee.com" (b) (6), (b) (7)(C) @sacbee.com>

Hey Aaron,

Appreciate you getting back. However, one hour is not enough time for meaningful bargaining. We can meet for longer that day -- we're available until at least 9 CT -- or we can move to another day.

Best,

(b) (6), (b) (7)(C)

[Quoted text hidden]

Agenbroad, Aaron L. <alagenbroad@jonesday.com>

Wed, Feb 10, 2021 at 3:40 PM

To: (b) (6), (b) (7)(C) >
Cc: (b) (6), (b) (7)(C) @mcclatchy.com>, (b) (6), (b) (7)(C) @cwa-union.org>, (b) (6), (b) (7)(C)
sacbee.com" (b) (6), (b) (7)(C) @sacbee.com>

H (b) (6), (b) (7)(C)

Thanks for the quick response. I understand the concern and agree longer sessions will be more productive. Since the one-hour session on the 17th doesn't work from your end, let's look at some alternative days. We are looking forward to getting back to the table and should have some good availability the first few weeks of March, so please propose some daytime options that work for you and your team. We will still be looking to conclude by 6:00 in the evening (Central Time) so please propose days where we can start earlier in the day to have some meaningful periods of time for bargaining. Once we get your proposed days we can check schedules on our end and get something confirmed. Thanks for your continued efforts on this.

[Quoted text hidden]

[Quoted text hidden]



(b) (6), (b) (7)(C)

FW News Guild - Bargaining Update 12/2/20

1 message

(b) (6), (b) (7)(C)

Wed, Dec 2, 2020 at 9:55 PM

To:

(b) (6), (b) (7)(C)

Fort Worth Star-Telegram Guild members,

We did it! We're officially the first unionized newsroom in Texas to sit down with a publisher to negotiate over everything from fair pay, benefits to job security. As many of you who joined the Google meeting today saw, it's not going to be easy. But with everyone's continued support, we will get it done!

Below is a brief update on today's negotiating session:

- In a last-minute sprint we got 81% of the union to sign the Negotiation Statement. Way to meet deadline y'all, it was quite exhilarating. We read and presented the statement to management during the first part of our meeting but [it's not too late to sign it if you haven't](#).
- We also presented our [contract proposal](#) and read through five key sections; Coverage, Dues Deduction, Hiring and Information, Grievance Procedure and Security. [This link includes a brief walkthrough of each section and why they're important for our contract](#).
- Management completely trashed two of our proposals, dues deduction and grievance, but we pushed back and were able to agree on some key language in Hiring and Information.
- They also resisted some ground rules, most importantly that they will not be paying us to negotiate during company time, even though management will be. We asked why but could not get an answer other than they have not granted this for other committees. We countered by scheduling our next two meetings for January 13, 14 from 7 – 11 p.m.

Management was represented by (b) (6), (b) (7)(C) (Star-Telegram), Aaron Agenbroad (Jones Day), (b) (6), (b) (7)(C) (McClatchy), (b) (6), (b) (7)(C) (McClatchy), (b) (6), (b) (7)(C) (McClatchy)

We were joined by our Guild Reps, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) who's leading negotiations for the One Herald Guild in Miami. They all said this first session went about as well as any first negotiating session can go. Winton said they pushed back where he expected them to push back.

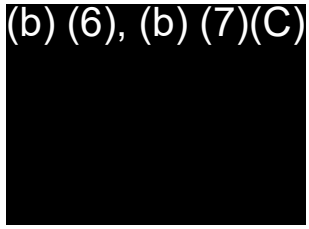
We will continue to keep all of you informed of any important developments. In the meantime, please feel free to reach out to any of us with any questions or concerns. One last thing, [please fill out the bargaining survey if you haven't](#). We need everyone's input so we can truly make this contract our own.

In solidarity,

4/10/2021

Gmail - FW News Guild - Bargaining Update 12/2/20

(b) (6), (b) (7)(C)



From: [Hernandez, Alex](#)
To: (b) (6), (b) (7)(C)
Cc: Ben@EisnerDictor.com
Subject: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment
Date: Thursday, April 15, 2021 5:08:00 PM
Attachments: [image001.jpg](#)

(b) (6), (b) (7)(C):

Pursuant to a telephone conversation this afternoon with Union Counsel, Benjamin N. Dictor, please accept this e-mail as confirmation that your affidavit appointment for today at 5:30 PM has been cancelled. For your convenience, I have copied Mr. Dictor on this e-mail.

As previously discussed with you, if the Union is not ready to proceed, please consider withdrawing and refile when ready. Since I don't have an affidavit in the file yet, the instant charge will be dismissed for lack of cooperation by Monday, April 19, unless the charge is withdrawn by then.

If you have any questions or concerns, or if I can be of any assistance, please let me know. Thank you.

Humberto A. Hernandez

Labor-Management Relations Examiner
National Labor Relations Board
Region 16, Houston Resident Office
1919 Smith St., Suite 1545
Houston, TX 77002
E: alex.hernandez@nrlrb.gov
T: 346.227.1372
F: 281.228.5619



Hernandez, Alex

From: Hernandez, Alex
Sent: Thursday, April 15, 2021 4:34 PM
To: 'Ben@EisnerDictor.com'
Subject: RE: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment
Attachments: WDR.16-CA-274673.WrittenWDR.pdf

Mr. Dictor:

As previously discussed, please see attached withdrawal form. Please sign and return by no later than Monday, April 19 as agreed.

If you have any questions, or if I can be of any assistance, please let me know. Thank you.

Humberto A. Hernandez
FX / R16 / HRO

From: Hernandez, Alex
Sent: Thursday, April 15, 2021 4:08 PM
To: (b) (6), (b) (7)(C)
Cc: Ben@EisnerDictor.com
Subject: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment

(b) (6), (b) (7)(C)

Pursuant to a telephone conversation this afternoon with Union Counsel, Benjamin N. Dictor, please accept this e-mail as confirmation that your affidavit appointment for today at 5:30 PM has been cancelled. For your convenience, I have copied Mr. Dictor on this e-mail.

As previously discussed with you, if the Union is not ready to proceed, please consider withdrawing and refiling when ready. Since I don't have an affidavit in the file yet, the instant charge will be dismissed for lack of cooperation by Monday, April 19, unless the charge is withdrawn by then.

If you have any questions or concerns, or if I can be of any assistance, please let me know. Thank you.

Humberto A. Hernandez
Labor-Management Relations Examiner
National Labor Relations Board
Region 16, Houston Resident Office
1919 Smith St., Suite 1545
Houston, TX 77002
E: alex.hernandez@nlrb.gov
T: 346.227.1372
F: 281.228.5619



Hernandez, Alex

From: Hernandez, Alex
Sent: Monday, April 19, 2021 1:53 PM
To: Benjamin Dictor
Subject: RE: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment

Mr. Dictor:

Thank you for your quick response. Please accept this e-mail as confirmation that you have until close of business (4:30 PM CST) tomorrow, April 20, to submit your withdrawal in this matter. Please be advised the charge will be dismissed immediately thereafter.

If you have any questions, or if I can be of any assistance, please let me know. Thank you.

Humberto A. Hernandez
FX / R16 / HRO

From: Benjamin Dictor <ben@eisnerdictor.com>
Sent: Monday, April 19, 2021 1:49 PM
To: Hernandez, Alex <Alex.Hernandez@nlrb.gov>
Subject: RE: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment

Mr. Hernandez,

My apologies I have been in bargaining. I ask that you give us until the end of the day tomorrow to withdraw the charge. I am speaking with my client late this afternoon.

Thank you

Benjamin N. Dictor
Eisner Dictor & Lamadrid, P.C.
39 Broadway, Suite 1540
New York, NY 10006
Ofc: 212-473-8700
Fax: 212-473-8705
Ben@EisnerDictor.com

CONFIDENTIALITY NOTICE: This email and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this email message and any attached files is strictly prohibited. Eisner, Dictor & Lamadrid, PC reserves the right to monitor any communication that is created, received, or sent on its network. If you have received this confidential communication in error, notify the sender immediately by reply email message and delete the original.

From: Hernandez, Alex <Alex.Hernandez@nlrb.gov>
Sent: Monday, April 19, 2021 2:43 PM

To: Benjamin Dictor <ben@eisnerdictor.com>

Subject: RE: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment

Mr. Dictor:

Good afternoon. I just called your office and left a message with the receptionist. I have not heard back from you since we spoke last week. Have you filed the withdraw request on the above-referenced matter as we discussed? I do not see it in the file.

Please be advised the charge will likely be dismissed today by the close of business for lack of cooperation, absent withdrawal;

(b) (6), (b) (7)(C) was given an opportunity to present an affidavit on April 14 and 15 and both appointments were cancelled.

Please let me know if you have any questions, or if I can be of any assistance.

Thank you.

Humberto A. Hernandez

FX / R16 / HRO

From: Hernandez, Alex

Sent: Thursday, April 15, 2021 4:34 PM

To: 'Ben@EisnerDictor.com' <Ben@EisnerDictor.com>

Subject: RE: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment

Mr. Dictor:

As previously discussed, please see attached withdrawal form. Please sign and return by no later than Monday, April 19 as agreed.

If you have any questions, or if I can be of any assistance, please let me know. Thank you.

Humberto A. Hernandez

FX / R16 / HRO

From: Hernandez, Alex

Sent: Thursday, April 15, 2021 4:08 PM

To: (b) (6), (b) (7)(C)

Cc: Ben@EisnerDictor.com

Subject: 16-CA-274673.Fort Worth Star-Telegram (McClatchy) --- Affidavit Appointment

(b) (6), (b) (7)(C)

Pursuant to a telephone conversation this afternoon with Union Counsel, Benjamin N. Dictor, please accept this e-mail as confirmation that your affidavit appointment for today at 5:30 PM has been cancelled. For your convenience, I have copied Mr. Dictor on this e-mail.

As previously discussed with you, if the Union is not ready to proceed, please consider withdrawing and refiling when ready. Since I don't have an affidavit in the file yet, the instant charge will be dismissed for lack of cooperation by Monday, April 19, unless the charge is withdrawn by then.

If you have any questions or concerns, or if I can be of any assistance, please let me know. Thank you.

Humberto A. Hernandez

Labor-Management Relations Examiner

National Labor Relations Board

Region 16, Houston Resident Office

1919 Smith St., Suite 1545

Houston, TX 77002

E: alex.hernandez@nlrb.gov

T: 346.227.1372

F: 281.228.5619



Hernandez, Alex

From: Hernandez, Alex
Sent: Tuesday, April 20, 2021 12:06 PM
To: Benjamin Dictor
Subject: Re: WDR.16-CA-274673.WrittenWDR.pdf

Will do. Thank you.

From: Benjamin Dictor <ben@eisnerdictor.com>
Sent: Tuesday, April 20, 2021 12:04 PM
To: Hernandez, Alex
Subject: WDR.16-CA-274673.WrittenWDR.pdf

Mr. Hernandez,

Please see the attached request to withdraw.

Best regards,

Ben

Benjamin N. Dictor
Eisner Dictor & Lamadrid, P.C.
39 Broadway, Suite 1540
New York, NY 10006
Ofc: 212-473-8700
Fax: 212-473-8705
Ben@EisnerDictor.com

CONFIDENTIALITY NOTICE: This email and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this email message and any attached files is strictly prohibited. Eisner, Dictor & Lamadrid, PC reserves the right to monitor any communication that is created, received, or sent on its network. If you have received this confidential communication in error, notify the sender immediately by reply email message and delete the original.

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

WITHDRAWAL REQUEST

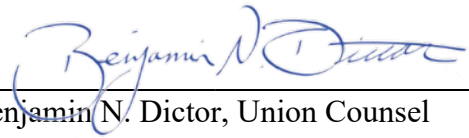
In the matter of **Fort Worth Star-Telegram (McClatchy)** Case **16-CA-274673**

This is to request withdrawal of the charge in the above case.

**MEDIA GUILD OF THE WEST TNG-CWA
LOCAL 39213, AFL-CIO**

(Name of Party Filing Charge)

By:



Benjamin N. Dictor, Union Counsel

Date: April 15, 2021

Withdrawal request approved:

(Date)

Regional Director, Region 16
National Labor Relations Board



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 16
819 Taylor Street, Room 8A24
Fort Worth, TX 76102-6107

Agency Website: www.nlrb.gov
Telephone: (817) 978-2921
Fax: (817) 978-2928

April 22, 2021

AARON AGENBROAD, ATTORNEY
JONES DAY
555 CALIFORNIA STREET
26TH FLOOR
SAN FRANCISCO, CA 94104-1503

ENRIQUE LEMUS, ATTORNEY
JONES DAY
2727 NORTH HARWOOD STREET
DALLAS, TX 75201

Re: Fort Worth Star-Telegram (McClatchy)
Case 16-CA-274673

GENTLEMEN:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

TIMOTHY L. WATSON
REGIONAL DIRECTOR

cc: TOM JOHANNINGMEIER
NEWS EDITOR
FORT WORTH STAR-TELEGRAM
(MCCLATCHY)
307 W 7TH ST, STE 600
FORT WORTH, TX 76102

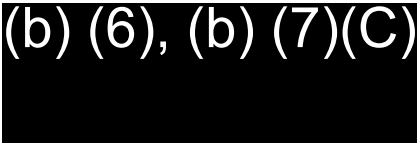
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

MEDIA GUILD OF THE WEST
TNG-CWA LOCAL 39213, AFL-CIO

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



BENJAMIN N. DICTOR
EISNER DICTOR & LAMADRID, P.C.
39 BROADWAY
SUITE 1540
NEW YORK, NY 10006-3091